

Request for Proposal

532-8796

**CONTRACT FOR TELEPHONE & DATA WIRING SERVICES – VARIOUS
CITY FACILITIES**

Opens: November 15, 2002

2:00 p.m.



City of Fort Lauderdale

Issued for ADMINISTRATIVE SERVICES/IT DIVISION

By the Procurement & Materials Management Division

Linda R. Wilson, C.P.M., CPPB
(954) 828-5146

E-mail: lindaw@ci.fort-lauderdale.fl.us

Visit us on the web at www.ci.fort-lauderdale.fl.us/purchasing

(954) 828-5140

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PART I - RFP SCHEDULE

RELEASE OF THE RFP	10/21/02
LAST DATE FOR RECEIPT OF QUESTIONS OF A MATERIAL NATURE	10/30/02 5:00 PM
ADDENDUM, IF REQUIRED	11/4/02
RFP OPENS	11/15/02 2:00 PM
PRELIMINARY EVALUATION COMMITTEE REVIEW, AND, IF POSSIBLE. SHORT-LIST OF PROPOSALS	11/20/02 Time & Location TBA
EVALUATION COMMITTEE ORAL PRESENTATIONS IF NEEDED, AND/OR FINAL RANKING	12/5/02 Time & Location TBA
AWARD OF CONTRACT, ANTICIPATED	12/17/02
CONTRACT START DATE, ANTICIPATED	12/18/02

The City intends to make an award of this contract in accordance with the above outlined schedule. Proposers shall note the importance of this schedule compliance in the submittal of any RFP response.

PART II - SPECIAL CONDITIONS/INFORMATION

1. PURPOSE: The City of Fort Lauderdale's Information Systems Division, Telecommunications Division, is actively soliciting proposals from qualified vendors, hereinafter referred to as the Contractor, **to provide and install telephone and data wiring services, "as needed" at various City of Fort Lauderdale facilities, in accordance with the Request for Proposal (RFP) specifications.**

2. INFORMATION or CLARIFICATION: For information concerning procedures for responding to this RFP contact Procurement Specialist II, Linda Wilson at (954) 828-5146. For information pertaining to the technical specifications listed herein, contact Assistant Telecommunications Manager, Gary Gray, at (954) 828-5762. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services for bidding procedures will only be transmitted by written addendum.

2.1. Last Date For Receipt of Material Questions:

The last date for receipt of all questions of a material nature is stated in the RFP Schedule. It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. **Proposers please note:** No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

3. CONTRACT TERM: **The initial contract term shall be for three (3) years following award.**

The City reserves the right to extend the contract for up to three (3) additional one (1) year terms, provided: all terms, conditions, and specifications remain the same; both parties to the contract agree to the extension; and such extension is approved by the City.

3.1. CONTRACT COST ADJUSTMENTS:

The **costs as proposed and accepted by the City shall be firm for the initial contract term.** Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. **Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, but not exceed five percent (5%), whichever is lower.**

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

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4. ELIGIBILITY:

To be eligible to respond to this RFP, the proposer shall demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one City or client of similar size, and system complexity to the City of Fort Lauderdale.

5. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. **Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in** their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

- 5.1. Certification by Broward County, Florida:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, ***Division of Equal Employment and Small Business Opportunity***. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

6. INSURANCE REQUIREMENTS: Prior to the date on which the Contractor or any sub-contractor commences any performance of any operations under this contract, Contractor shall furnish to the City's Purchasing Division for review and approval by Risk Management, original copies of all required insurance certificates which shall be maintained in full force by the Contractor and all subcontractors for the duration of the contract term, and any extension terms.

All certificates of insurance shall include the following provisions:

- a. Not less than thirty (30) days notice prior to cancellation or material change in coverage;
- b. The City of Fort Lauderdale, Florida, its elected officials, employees and agents shall be specifically names as "additional insured" on the policies for commercial general liability; (*)
- c. Certificates of insurance for all types of insurance required under this contract shall delete the words: endeavor to" and : but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" from the cancellation wording of the certificate of insurance;
- d. Certificates of insurance shall be delivered to the Purchasing Division, 100 N. Andrews Avenue, RM 619, Ft. Lauderdale, FL 33301, prior to commencement of any contract work.

e. Contractor shall provide the following insurance coverage:

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- **Workers' Compensation & Employer's Liability Insurance** as required by Florida Statutes for benefit of Contractor employees. Notwithstanding FS 440.055, any firm performing work on behalf of the City of Fort Lauderdale must provide:

Exceptions: Workers' Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor, or partner. In such case the firm must provide copies of their waivers as provided for by FS 440.05 & 440.055.

- **Commercial General Liability** including: hazards of premises/operations; independent contractors; employees as additional insureds; products completed operations; contractual liability coverage; broad form property damage coverage; and personal injury and advertising injury liability coverage. Policy limits will be for no less than \$1 million annual aggregate, \$1 million completed operations aggregate and \$1 million each occurrence. (*)
- **Automobile liability** coverage covering all owned, non-owned, and hired automobiles for limits of not less than **\$500,000.00** combined single limit per occurrence for bodily injury and property damage.

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6. SELLING, TRANSFERRING or ASSIGNING CONTRACT:

No contract awarded under these terms, conditions and/or specifications shall be sold, transferred and/or assigned without written approval of the City Manager or designee.

7. PERMITS, TAXES, LICENSES:

The successful contractor shall obtain and pay for all necessary permits, licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules and regulations applicable for business to be conducted under this contract.

Bidders should note the successful Contractor shall be responsible to obtain and pay for all City issued permits as required for the completion of this project.

8. LAWS, ORDINANCES, REGULATIONS:

The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinances, statutes, rules and regulations that would apply to this contract.

9. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY:

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City. The Contractor shall be responsible for and use utmost care in the protection of the occupants property, including all screens, windows, walkways, shrubbery, parked vehicles, and any other property in the area, from paint or other damage. The Contractor shall be solely responsible for the correction of any such damage that may occur.

10. INVOICES: The City shall accept invoices on satisfactory completion and acceptance of each job request, based on the Contract pricing structure, as offered and accepted in the RFP proposal, or as mutually agreed to between the Contractor and the City on a "cost not to exceed" per project. Such "not to exceed" agreements shall be based on the same or similar formula used by the Contractor in the original RFP.

The City will endeavor to pay correct invoices completely within thirty (30) days of receipt of a invoice, except for items questioned. The City shall notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

If, at any time during the contract term, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed, if applicable.

11. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on repair of a public

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building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

12. GENERAL CONDITIONS: Except for the "Special Conditions", all other conditions of the General Conditions, Form G-107, Rev 7/01, are included by reference as a part of the ITB.

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PART III - SCOPE OF SERVICES

1.0 Overview:

The City desires to contract with qualified proposer(s) to furnish and install telephone, data, and fiber optic communications cable and accessories at various City of Fort Lauderdale facilities. These services will also include installation of telephone instruments and programming of an AT&T Merlin system within the scope of the contract. The City of Fort Lauderdale has existing Panduit certified Category 6 cabling installations with a 15-year manufacturer's warranty. It is in the best interests of the City to maintain this existing 15-year warranty. Therefore it is required that all materials used, equipment and labor provided under this proposal will support and maintain this warranty. Please refer to the City of Fort Lauderdale Panduit Parts list below for exact material and cable specifications.

City of Fort Lauderdale Panduit Parts List

Item No	Description	Part Number
P1	Blue Category 6 Jack	CJ688TBU (voice)
P2	Red Category 6 Jack	CJ688TRD (data)
P3	Orange Category 6 Jack	CJ688***
P4	Yellow Category 6 Jack	CJ688***
P5	Four Gang plate	CFPE4IW
P6	Six Gang Plate	CFPE6IW
P7	Surface Box	JB11WA
P8	Faceplate blanks	CMBIW – X
P9	Twenty-Four port 110 Mod patch panel	DP24588110B
P10	Forty-Eight port 110 Mod patch panel	DP48588110B
P11	Twenty-Four port mini-com patch panel for 19" rack	CP24BL for jacks
P12	Forty-Eight port mini-com patch panel for 19" rack	CP48BL for jacks
P13	Rack CPI 7" X 19"	Anixter #167074
P14	Wall one rack space swing out	WBH-1
P15	Wall two rack space swing out	WBH-2
P16	One Piece latch duct	LD101W8-A
P17	Horizontal 19" rack wire management	WMPHF-2
P18	Vertical 84" rack wire management side	WMPVS-45
P19	Vertical 84" rack wire management center	WMPVC-45
P20	Fire Caulk	Nelson 106296
P21	Fire putty	Nelson 094956
P22	Buffer tube fan out kit – Corning fan 65 strand	BT24-06
P23	MINI-COM ST adapter	CMSTIW
P24	Six position wall mount fiber box	CBXF61W-A
P25	ST-Uni-cam composite 4tp	Anixter #170002
P26	Rack Mount 12/24 MINI – COM fiber	FMT24
P27	Panduit 6 port panel w/ ST adapters	FAP6WST

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CABLE:

Category 6 Cable shall be Comscope Ultra Media 7504 Plenum - 249700851 type CMP (ETL) C (ETL) color Blue or equivalent verified EIA/TIA 568A Category 6, draft 6 ISO/IEC 11801 4 pair – Fiber Optic cable shall be Commscope UltraFiber™ 62.5/125um, Plenum, Riser Rated, Dielectric and armored (6F) Enhanced FDDI 62.5/125um and (5H) High Performance 50/125um multimode fiber or equivalent. Singlemode (8H) 8.3/125um High Performance 9.0 MFD Fiber and (8A) 8.3/125um High Performance 9.0 MFD Fiber or equivalent.

2.0 Contractor Qualifications:

2.1 Contractor shall be proficient in all phases of telephone and data communications work and follow current Telecommunications Industry Standards related to cabling and wiring architectures, telephone equipment, computer rooms, and user work station areas.

2.2 Licensing and Certification Requirements:

Contractor must possess a low voltage electrical license valid in Broward County. License shall be maintained as current for the duration of this contract. Bidders shall submit proof of same with their bid response to be considered for this RFP.

2.3 Contractor must be Panduit certified. Evidence of certification must be provided with bid documents. The contractor must provide necessary documentation to Panduit as required to maintain the City's 15-year manufacturer's warranty.

2.4 Contractor must have a Registered Communications Distribution Designer on staff assigned to supervise the City's account. This registration must have been issued no less than two (2) years prior to this bid. Proof of certification shall be submitted with bid documents.

3.0 Technical Requirements/Scope of Work:

3.1 Contractor shall commence work on all work-order requests within twenty-four (24) hours of receipt from the City. Extended response times may be permitted at the discretion of the City.

3.2 All work shall be performed in accordance with National Electrical Code, BICSI, ANSI/TIA/EIA 568A, 569, 606 and 607, TSB 67, 72, 75, ANSI/TIA/EIA 526-14 specifications and all applicable State and Local Codes as amended to date.

3.3 The Contractor shall be familiar with all Federal, State and Local Laws, Ordinances, Code Rules and Regulations that in any way may affect the work. Ignorance on the part of the Contractor shall in no way relieve them from responsibility.

3.4 The Contractor shall obtain all licenses and permits required for the electrical portions of those projects for which they are responsible. The Contractor shall comply with all Laws, Ordinances, regulations and Building code requirements applicable to the scope of work included herein. Permits required are Electrical Low Voltage with a minimum charge of \$58.55. Each wiring run or drop is assessed a \$0.97 fee. With the current fee structure, if the total number of runs or drops exceeds 61, the \$0.97 per run applies. If the number of runs is less than 61, the minimum fee applies. These fees may change in the future and the fee current at the time of the work shall apply.

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3.5 Contractor must have the ability to provide test equipment generated documentation certifying Category 6 wiring installations. All installed cable must be media certified for 1 gigabit with printout results, as required to maintain manufacturer warranty as installed.

3.6 Upon award of the contract, the successful Contractor shall provide the City with a list of technicians that will be entering City of Fort Lauderdale property. This list shall contain their name, date of birth, race, social security number, address and driver's license number. A background check will then be conducted on each person. Any person failing the background check will be prohibited from entering City property.

3.7 Site Cleanup

The contractor is responsible for removing all trash and debris to outside garbage containers on a daily basis by the end of each day or as needed during the course of the day to maintain a neat, clean and orderly work environment.

3.7.1 When working over a desk or other office furniture the contractor shall protect those surfaces from falling debris with a drop cloth or other appropriate means. Care shall be exercised to minimize disruption of the work environment while performing assigned tasks.

3.7.2 At the completion of the installation of the wiring in either the communications rooms or at the workstations, the contractor will provide complete and immediate clean up of the locations. The procedure shall include vacuuming of the floor surfaces, vacuuming under the raised floors, cleaning of the racks, panels, boards, desktop, etc.

3.7.3 As each workstation outlet is installed, all wire and other debris generated shall be properly removed to maintain a neat, clean and orderly work environment.

4.0 Common Wiring Standards:

4.0.1 Both telephone and data wiring is to be run inside walls wherever practical. Stubbing out conduits may be either rigid EMT or Flexible Metal conduit. Conduits shall terminate in the appropriate junction boxes attached to the wall structure. The stub end shall be smooth and free of sharp edges.

4.0.2 Where inside wall wiring is not practical, surface mounted plastic duct may be installed. Plastic duct must meet the requirements of the South Florida Building Code and other applicable requirements. Surface mount junction boxes shall be attached to the wall with screws. Double sided tape is not acceptable as the sole means of securing the box.

4.0.3 The user end of both data and telephone cables shall be terminated with RJ-45 connectors, or other connectors as requested by the City. The use of a media type wall plate with facilities for multiple jacks is desired.

4.1 Telephone Cabling

4.1.1 The Contractor shall provide and install inside and outside cables in various sizes to include vinyl or plenum rated cable, and gel filled shielded direct bury cable within and/or without conduit.

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4.1.2 Wiring of cable closets shall include, but not be limited to the provision of terminal block installations and distribution systems, and the installation of surge suppression units for outside cables.

4.1.3 Provide and install cross connect wiring from house cables to telephone switch ports.

4.2.4 All cable termination points shall be properly labeled and documented per telephone industry standards. Documentation shall be provided to the Telecommunications Management Group for each installation or job performed.

4.1.5 Under the Labor provision, Contractor shall fabricate jumper cables, install telephone instruments, perform configuration programming of Merlin Systems, and install City provided cable and materials as requested by the City.

4.2 Data Network Cabling

4.2.1 The Contractor shall provide and install various types of Data Communications cables, Fiber Optic cable, and connectors/terminations. All cables are to be labeled and documented.

The City requires that Category 6 certification and As-Built documents shall be provided to Panduit to maintain our system-wide warranty. Copies of these documents shall also be supplied to the City. All documentation/certification shall be completed within one week of job completion.

4.2.2 Communications room ends of cables are to be terminated at Category 6 patch panels wired using TIA/EIA 568B wiring scheme standards and Universal Standard of Connection (USOC). End user terminations are to be RJ-45 wired to the same TIA/EIA 568B standards.

4.2.3 Under the Labor provision, Contractor shall fabricate and install jumper cables, install patch panels, and install other City provided cable and materials as requested by the City.

4.2.4 Fiber Optic Cables are to terminate inside appropriate fiber patch panel junction boxes. These boxes are to securely hold and protect the fibers from damage. Connectors as specified by the City are to be included and installed. Unused fibers are to be terminated using the specified connectors. All unused fiber connectors are to have dust caps for protection of the fiber interface. Sufficient fiber is to be pulled into the patch panel box to allow for re-terminating of the fibers.

4.2.4 Contractor to provide and install Fiber Optic jumper cables in lengths and quantities as required. Terminations to mate with terminations on the Fiber Optic patch panels and with the equipment as specified by the City.

4.3 Additional Items

The City may also require the Contractor to install City provided cable and materials. In such instances, the hourly rate for labor shall apply. Rates shall be per man-hour, with a one-hour minimum charge. Time in excess of the one-hour minimum shall be billed in 15

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minute increments. If acceptable to both parties, the City and Contractor may set a fixed fee, per job, for installations of City provided materials.

5.0 Specific Items List

For the purposes of tabulation, the City has provided, as a part of the Proposal Summary Pages, a "SPECIFIC ITEMS LIST" that will be used by the City in basing its cost projections.

Proposers shall include both material and labor costs in completing the pricing on this Attachment. The City does not guarantee or warrant all items or quantities shown shall be purchased. This is an estimated projection. The City will purchase only it's actual needs during the contract term.

6.0. CONTRACTORS RESPONSIBILITY: Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all tools and test equipment plainly marked with the company name. All work shall be performed between the hours of 8 a.m. and 7 p.m., during normal working days. Exceptions to this schedule can only be made with the prior approval of the City.

The Contractor shall have a qualified foreman, or supervisor, present on the site at all times, and as a fully authorized agent of the Contractor, who shall be capable of making on-site decisions. The foreman shall be well versed in reading and understanding plans and the technical aspects of the project.

All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealants and lubricants.

Perform the work in accordance with the specifications contained in this ITB and with the current edition of the published **"Construction Standards and Specifications" of the Office of the City Engineer, 1982, except as may be noted otherwise**. This document is available from the City's Engineering Department at a cost of \$37.10 per copy. It will be the sole responsibility of the Contractor to make himself and his employees fully aware of these provisions.

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PART IV - EVALUATION & AWARD

Consideration for evaluation/award procedures:

Award of the contract will be based on certain objective and subjective considerations, including, but not necessarily limited to the following:

EVALUATION CRITERIA

ASSIGNED POINTS

a. Understanding of the requirements of the City as presented in a brief statement of understanding covering all sections of this RFP.

25

Maximum points available are 25.

b. Experience, qualifications, and past performance

45

of the proposing firm. Prior experience with the City of Fort Lauderdale, and knowledge of the City's systems is highly desirable. Provide a list of clients, and a summary of projects completed for client organizations, particularly those that are similar in size and complexity to the City. A minimum of five client references is requested, to include: names, addresses, phone numbers, and a brief project summary for each reference.

Maximum points available are 45

c. Estimated Total Cost to the City, based on lowest firm, fixed unit and extended costs (See Specific Item List)

30

Maximum points available are 30.

Total evaluation points available are 100 points.

100

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, and other persons who may be selected by the City. The committee will evaluate all responsive proposals based on the information and references contained in the proposal as submitted. The committee will score and rank all responsive proposals and determine a short list of a minimum of three (3) proposers, if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If deemed necessary, the committee may then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended for a contract award.

The City may require visits to customer installations or demonstrations of product by Proposers as part of the evaluation process.

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The City may require additional information, and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City.

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

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PART V - SPECIAL CONDITIONS

01. GENERAL CONDITIONS: RFP General Conditions Form G-107 Rev. 7/01 (GC) are included and made a part of this RFP as **Exhibit "A"**.

02. VARIANCES: While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. NEWS RELEASES/PUBLICITY: News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

04. RFP DOCUMENTS: The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

05. PROPOSERS' COSTS: The City shall not be liable for any costs incurred by proposers in responding to this RFP.

06. RULES AND PROPOSALS: The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

07. CONFIDENTIAL INFORMATION: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

08. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement, and further agrees that the City may, at any time, secure similar or identical services at its sole option.

09. DELETION OR MODIFICATION OF SERVICES: The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

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10. **ADDITIONAL ITEMS/SERVICES:** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

11. **WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

12. **SUBSTITUTION OF PERSONNEL:** It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the duration of the contract. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

13. **SUBCONTRACTING:** If the Contractor intends to use sub-contractors in the course of the work, this information shall be expressly detailed in the RFP response. The names of all sub-contractors, addresses, and all relative information as required of the Contractor shall also be required of the sub-contractor. Enough detail shall be provided to allow the City to properly review the proposed sub-contractor.

The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

14. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

15. **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

16. **RECORDS, AUDITS:** The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available,

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during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

17. UNCONTROLLABLE CIRCUMSTANCES (Force Majeure): The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the Proposal Summary Pages which follow. All attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

- a.** All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.
- b.** All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.
- c.** The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS THREE (3) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS FOUR (4) COPIES OF YOUR PROPOSAL

PROPOSAL PAGES ARE AS FOLLOWS:

Proposal Pages - Signature Page

Part I Proposal Pages - Financial Proposal
"Specific Item List"

Part II Proposal Pages - Technical Proposal

Part III Questionnaire

Attachments to your Proposal

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PROPOSAL SUMMARY PAGES

PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this proposal with other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify I am authorized to contractually bind the proposing firm.

Proposal submitted by:

Name (printed): _____ Title: _____

Company: (Legal Registered) _____

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ Fax No. _____ E-mail: _____

Signature: _____ Date: _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

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PROPOSAL PAGES PART I - FINANCIAL PROPOSAL

ITEM DETAIL COSTS: SPECIFIC ITEM LIST ATTACHED.

If there is a discrepancy between the description listed here and that which is detailed in the previous sections of this RFP, the detailed description previously provided takes precedence.

Item No.	No. of Runs	Length of Run	Description	Unit Material Cost	Unit Labor Cost	Extended Cost
1	5 ea	100 ft.	Plastic Jacket Backbone Cable, 50 pair			
2	3 ea	200 ft.	Plastic Jacket Backbone Cable, 50 pair			
3	5 ea	100 ft.	Plastic Jacket Backbone Cable, 100 pair			
4	3 ea	200 ft.	Plastic Jacket Backbone Cable, 100 pair			
5	3 ea	200 ft.	Plastic Jacket Backbone Cable, 200 pair			
6	3 ea	200 ft.	Direct Burial Shielded Cable, 50 pair			
7	4 ea	200 ft.	Direct Burial Shielded Cable, 100 pair			
8	3 ea	200 ft.	Direct Burial Shielded Cable, 200 pair			
9	50 ea	Up to 150 ft.	Category 3, Plenum Rated Station Cable, 4 Pair, 24 ga.			
10	50 ea	Up to 295 ft.	Category 3, Plenum Rated Station Cable, 4 Pair, 24 ga.			
11	50 ea	Up to 150 ft.	Category 6, Plenum Rated Station Cable, 4 Pair, 24 ga.			
12	50 ea	Up to 295 ft.	Category 6, Plenum Rated Station Cable, 4 Pair, 24 ga.			
13	50	Up to 150 ft	Three (3) Category 6, Plenum Rated Station Cable Runs to same location, 3 -4 Pair, 24 ga			
14	50	Up to 295 ft	Three (3) Category 6, Plenum Rated Station Cable Runs to same location, 3-4 Pair, 24 ga			
15	100ea	10 ft.	Cross Connect, 1 Pair, 24 ga.			
16	200ea	10 ft.	Cross Connect, 2 Pair, 24 ga.			
17	5 ea	100ft	12 strand Multi-Mode Fiber Optic cable, for duct/aerial installations. Loose buffer, jacket rating MDPE. Core/Cladding 62.5/125.			
18	5 ea	100ft	24 strand Multi-Mode Fiber Optic cable, for duct/aerial installations. Loose buffer, jacket rating MDPE. Core/Cladding 62.5/125.			

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Item No.	Estimated Annual Quantity	Description	Unit Material Cost	Unit Labor Cost	Extended Cost
19	6ea	Entrance Surge Suppression Terminal – 50 Pair.			
20	6ea	Entrance Surge Suppression Terminal – 100 Pair.			
21	6ea	Entrance Surge Suppression Terminal – 200 Pair.			
22	40ea	BNC Male Connector Crimp-on for Thin-net RG58.			
23	25ea	DB25M Connector, Crimp Pins.			
24	25ea	DB25F Connector, Crimp Pins.			
25	25ea	DB9M Connector, Crimp Pins.			
26	25ea	DB9F Connector, Crimp Pins.			
27	10ea	Type N Male Ethernet connector for RG-8 Plenum			
28	10ea	Type N Female 50 Ohm Terminator			
29	100ea	Category 3 RJ45 Jack, 110, UTP.			
30	50ea	Category 3 RJ14 Jack, 110, UTP.			
31	100ea	Category 6 RJ45 Jack, 110, UTP.			
32	50ea	Category 6 Patch Cord – Stranded 7 ft.			
33	50ea	Category 6 Patch Cord – Stranded 14 ft.			
34	25ea	Category 6 Patch Cord – Stranded 25 ft.			
35	5ea	Category 6 Patch Panel, 96 Ports 568B.			
36	5ea	Category 6 Patch Panel, 48 Ports 568B.			
37	5ea	Category 6 Patch Panel, 24 Ports 568B.			
38	5ea	Hinged Wall Bracket for 96 Port Patch Panel.			
39	5ea	Hinged Wall Bracket for 48 Port Patch Panel.			
40	5ea	Hinged Wall Bracket for 24 Port Patch Panel.			
41	10ea	110 Block, 25 Pair			
42	10ea	110 Block, 50 Pair			
43	10ea	Fiber Optic Duplex Patch Cable, 4 ft, ST to Mini-BNC Connector.			
44	10ea	Fiber Optic Duplex Patch Cable, 8 ft, ST to Mini-BNC Connector.			
45	10 ea	Fiber Optic Duplex Patch Cable, 4 ft, SC to SC Connector.			
46	10 ea	Fiber Optic Duplex Patch Cable, 8 ft, SC to SC Connector.			
47	10ea	Fiber Optic Duplex Patch Cable, 4 ft, ST to ST Connector.			
48	10ea	Fiber Optic Duplex Patch Cable, 8 ft, ST to ST Connector.			
49	10ea	Fiber Optic Duplex Patch Cable, Custom Length, Price per foot, Cable Only.			

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50	10ea	Termination for Custom Length Duplex Patch Cord, ST to Mini-BNC, Price per cable (4 connectors Installed)			
51	10ea	Termination for Custom Length Duplex Patch Cord, ST to ST, Price per cable (4 connectors Installed)			
52	15ea	Telephone Line Cord, 4 Conductor, 7 ft.			
53	10ea	Telephone Line Cord, 4 Conductor, 15 ft.			
54	5ea	Telephone Handset Cord, Black 6ft Extended.			
55	5ea	Telephone Handset Cord, Black 25ft Extended.			
56	5ea	Telephone Handset Cord, Heavy Duty, Black 6ft Extended.			
57	5ea	Telephone Handset Cord, Heavy Duty, Black 25ft Extended.			

Item No	Description	Part Number	Price Each
P1	Blue Category 6 Jack	CJ688TBU (voice)	
P2	Red Category 6 Jack	CJ688TRD (data)	
P3	Orange Category 6 Jack	CJ688*** (pwr fail)	
P4	Yellow Category 6 Jack	CJ688*** (Oriels)	
P5	Four Gang plate	CFPE4IW	
P6	Six Gang Plate	CFPE6IW	
P7	Surface Box	JB11WA	
P8	Faceplate blanks	CMBIW – X	
P9	Twenty-Four port 110 Mod patch panel	DP24588110B	
P10	Forty-Eight port 110 Mod patch panel	DP48588110B	
P11	24 port mini-com patch panel for 19" rack	CP24BL for jacks	
P12	48 port mini-com patch panel for 19" rack	CP48BL for jacks	
P13	Rack CPI 7" X 19"	Anixter #167074	
P14	Wall one rack space swing out	WBH-1	
P15	Wall two rack space swing out	WBH-2	
P16	One Piece latch duct	LD101W8-A	
P17	Horizontal 19" rack wire management	WMPHF-2	
P18	Vertical 84" rack wire management side	WMPVS-45	
P19	Vertical 84" rack wire management center	WMPVC-45	
P20	Fire Caulk	Nelson 106296	
P21	Fire putty	Nelson 094956	
P22	Buffer tube fan out kit – Corning fan 65 strand	BT24-06	
P23	MINI-COM ST adapter	CMSTIW	
P24	Six position wall mount fiber box	CBXF61W-A	
P25	ST-Uni-cam composite 4tp	Anixter #170002	
P26	Rack Mount 12/24 MINI – COM fiber	FMT24	
P27	Panduit 6 port panel w/ ST adapters	FAP6WST	

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Item No.	Estimated Annual Quantity	Description	Unit Labor Cost	% Discount OR Cost + %
58		Labor, Regular hours – 8:00AM to 5:00PM Monday thru Friday. For Installation of copper cables and accessories not included above.		
59		Labor, Overtime. For installation of copper cables and accessories not included above. Other than standard hours, above items.		
60		Labor, Regular hours – 8:00AM to 5:00PM Monday thru Friday. For Installation of Fiber-optic cables and accessories not included above.		
61		Labor, Overtime. For installation of Fiber-optic cables and accessories not included above. Other than standard hours, above items.		
62		Hourly rate for installation of City provided materials		
63		Hourly rate for price quotes provided to City of Fort Lauderdale		
64		Provision of materials not included on this list. Provide percentage of discount or Cost Plus Percentage.		

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PROPOSAL PAGES PART II - TECHNICAL PROPOSAL

1. The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- I. Understanding of the City's needs and your overall approach to those needs, in accordance with the City's RFP.

- II. Approach and concept for the proposed contract services, installation, including compliance with industry standards (NEC), and design philosophy, if applicable.

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PROPOSAL PAGES PART III - QUESTIONNAIRE

1. Prior Experience:

Number of years experience the proposer has had in providing similar services:

_____years

List below those persons who will have a management or senior supervisory position working with the City, if you are awarded the contract. List name, title or position, and contract duties. A resume or summary of experience and qualifications should accompany your proposal as an appendix.

2. Please provide a list of a minimum of three (3) clients for whom you have provided these services in the last three years. Provide agency/company name, address, telephone number, contact person, and dates service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

3. List those City of Fort Lauderdale agencies and contact persons with which the Proposer has had contracts or agreements during the past three (3) years:

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4. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL SUMMARY PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

8796 – Tele-Data Wiring

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EXHIBIT "A"

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

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BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

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- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after

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acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

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PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

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- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.